

SUPERIOR COURT OF CALIFORNIA,
COUNTY OF SAN BERNARDINO

COMPENSATION PLAN FOR EXEMPT,
CONFIDENTIAL AND EXECUTIVE MANAGEMENT
2010-2011



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COMPENSATION PLAN FOR EXEMPT, CONFIDENTIAL AND EXECUTIVE MANAGEMENT

Introduction

Consistent with applicable laws, the following sections represent the salary and benefit program established by the Court Executive Committee for Court employees included within the Exempt, Confidential and Executive Management Unit. The Exempt, Confidential and Executive Management Plan shall in no manner be interpreted as a guaranteed or implied contract between the Court and any employee or group of employees.

Employment Provisions

Demotions

A demotion is the appointment of an employee from an incumbent position to a position in a different classification for which the maximum rate of pay is lower. An employee demoted for disciplinary reasons shall be placed on the step within the base salary range of the class to which demoted as provided in the Notice of Disciplinary Action.

An employee demoted for nondisciplinary reasons shall be retained at the same salary rate, provided the salary rate does not exceed step 11 in accordance with the provisions of the Downgrade Section, with the approval of the Court Executive Officer.

Dual Appointments

The appointment of two (2) full-time employees to the same budgeted regular position may be authorized by the Court Executive Officer or designee to facilitate training, to make assignments to a position, which is vacant because of an extended authorized leave of absence or in an emergency. The most recently hired dual appointee shall enjoy all the benefits of regular employees except regular status.

Promotions

A promotion is the appointment of an employee from one classification to a classification having a higher base salary range. A promoted employee shall receive at least the entrance rate of the new range or a two (2) range salary increase, whichever is greater, provided that no employee is thereby advanced above step 11 of the higher base salary range. At the discretion of the Court Executive Officer, an employee may be placed at any step within the higher base salary range. Promotions shall be effective only at the beginning of a pay period unless an exception is approved by the Court Executive Officer.

Conditions of Employment

Should an employee's position be abolished, the Court will make reasonable efforts to place the employee in a Court position based upon the employee's skills, knowledge and abilities. If reasonable efforts to place an Exempt, Confidential and Executive Management Unit employee in a Court position are unsuccessful, the employee shall be subject to layoff by written notification by the Court Executive Officer, which notification shall be given at least twenty (20) working days prior to the effective date of the layoff. An Exempt, Confidential and Executive Management Unit employee does not have any bumping rights to other Court positions, whether previously held or not.

Classification

Classification is a management tool to ensure the accurate reflection of tasks and duties involved in each Exempt, Confidential and Executive Management position. Whenever positions are subject to any change as a result of classification review and are allocated within the Exempt, Confidential and Executive Management Unit, any Court Executive Committee action shall be on the recommendation of the Court Executive Officer. Any request to review a classification action shall be submitted to the Court Executive Officer or designee, who shall have the final and binding authority in the review process determination. Positions allocated to the Exempt, Confidential and Executive Management Unit shall not be subject to any classification appeal procedure. Classification adjustments (upgrades and downgrades) shall be implemented in accordance with the Court Personnel Plan Policies.

Classification Adjustments

Upgrade-An upgrade is the reclassification of a position from one classification to another classification having a higher base salary range. Whenever an incumbent employee is upgraded as a result of such reclassification, pursuant to the Court Personnel Plan Policies, such employee's step placement in the new salary range shall be governed by the section on promotions.

Downgrade-When a position is downgraded, the Court Executive Officer may authorize continuation of the same salary rate payment to the incumbent employee that the employee received prior to the downgrading of the position by placing the employee on an "X" step, provided that the employee shall receive no future salary rate increases until the salary rate of the position exceeds the "X" step.

Hours of Work

Employees shall be required to work during such hours as necessary to carry out the duties of their position as designated by the Court Executive Officer or designee, and such hours may be varied so long as the work requirements and efficient operations of the Court are ensured.

The nature of Fair Labor Standards Act (FLSA) exempt employment for affected Exempt, Confidential and Executive Management classifications is such that intermittent, occasional overtime is needed to fulfill the responsibilities and requirements of the position. Usually, additional time and effort are proportionate to the importance and level of the responsible position. These factors of time and effort are incorporated when the compensation levels of FLSA exempt positions are established. In those instances in which a position's work extends well beyond the normal hours of employment, the Court Executive Officer may authorize additional compensation in the form of cash payment or compensating time off, generally on a pre-approved and prescheduled basis. Circumstances for such compensation would include implementation of the intent of Court Executive Committee approved program or emergency response.

For FLSA-covered employees, overtime is determined by the legal parameters of the FLSA. For FLSA-covered employees, the following overtime positions apply (See Appendix B for FLSA Classifications).

Definition: Overtime shall be defined as all hours actually worked in excess of forty (40) hours in a work period. For purposes of defining overtime, paid leave time shall be reported in increments of full fifteen (15) minutes and is non-accumulative and non-payable when incurred in units of less than fifteen (15) minutes. Overtime shall not affect leave accruals.

Overtime Compensation. Any employee authorized by the Court Executive Officer or designee shall be compensated at premium rates, i.e., one and one-half (1 ½) times the employee's regular rate of pay. Payment for overtime compensation shall be made on the first payday following the pay period in which such overtime is worked, unless overtime compensation cannot be computed until some later date, in

which case, overtime compensation will be paid on the next regular payday after such computation can be made.

In lieu of cash payment, upon request of the employee and approval of the Court Executive Officer or designee, an employee may accrue compensating time off at premium hours. Cash payment at the employee's base rate of pay shall automatically be paid for any compensating time, which exceeds eighty (80) hours, for any such time, which has not been taken within twenty-six (26) pay periods after being accrued, or for any hours on record immediately prior to promotion, demotion, or termination of employment.

Variable Work Schedule. The Court Executive Officer or designee, with agreement of an affected employee, may arrange for that individual to take such time off as necessary to ensure that an employee's actual time worked does not exceed forty (40) hours within a given period.

Work Period. The work period for purpose of overtime commences at 12:01 a.m. Saturday and ends 12:00 a.m. (midnight) the following Friday of each week. The pay period and work week may be adjusted in accordance with FLSA requirements.

Job Share

The Court will make reasonable accommodation for employees who express a request in writing to share their positions with other qualified employees or eligible persons. Jobs may be shared on an hourly or daily basis with benefits provided by the Court prorated to the extent practicable.

Recruitment Allowance

The Court Executive Officer may approve reimbursement of interview expenses incurred by external candidates upon proof/receipts provided. Such reimbursement is restricted to airfare, auto mileage, meals, overnight stay, and airport transit.

The Court Executive Officer shall be permitted to approve up to, but not exceeding, three thousand dollars (\$3,000.00) for persons new to Court employment for moving expenses authorized, incurred and documented as a result of accepting the position and remaining for twelve (12) months subsequent to hire.

Re-Employment

A regular employee who has terminated Court employment and who is subsequently rehired in the same classification or job family in a regular position within a one hundred and eighty (180) calendar day period, may receive restoration of salary step, vacation accrual rate, sick leave balance (unless the employee has received payment for unused sick leave in accordance with the section on Leave Provisions) and the Retirement Plan Contribution rate, provided the employee complies with any requirements established by the San Bernardino County Employees' Retirement Association (SBCERA), subject to the approval and conditions established by the Court Executive Officer. The employee shall suffer loss of seniority and be required to serve a new probationary period. The Court Executive Officer or designee has the discretion to waive only the requirement of the re-employed employee to serve a probationary period.

A regular employee who has terminated Court employment and who is subsequently rehired in a regular position within a ninety (90) calendar day period must begin the first day of work within ninety (90) calendar days. Beginning the first day of work, ninety-first (91) day, the employee may receive restoration of a salary step (in the instance of rehire in the same classification), vacation accrual rate, sick leave and retirement contribution rate in the same manner as described above. The employee shall suffer loss of seniority and be required to serve a new probationary period. The Court Executive Officer or

designee has the discretion to waive only the requirement of the re-employed to serve a probationary period.

Re-Employment From Layoff

A regular employee who has been laid off from Court employment and is subsequently rehired to a regular position within one (1) year shall receive restoration of vacation accrual rate and sick leave in the same manner as described above. Restoration of retirement contribution rate shall be in accordance with applicable state law and in compliance with any requirements established by the SBCERA. The employee shall also receive credit toward the time requirement for the Court's pick-up of the employee's retirement system contribution that was applicable to such employee upon the date of his/her layoff. To be eligible for such credit, the employee must have held regular status at the time of layoff and shall not have withdrawn his/her contributions from the SBCERA. If the employee withdrew his/her contributions, the employee must redeposit all such funds in the SBCERA, with the applicable interest prior to the approval and receipt of any credit for retirement contributions.

Upon request of the Court Executive Officer, employees previously employed by the Court in a regular position and participated in the SBCERA, and are reinstated in accordance with the above, may receive credit toward the time requirement for the Court's pick-up of the employee's retirement system contribution, which was applicable to such employee upon the date of termination. To be eligible for such credit, the employee must have held regular status at the time of termination, be re-employed according to paragraphs 1 and 2 of the Re-Employment Provision, and shall not have withdrawn his/her retirement contributions from the SBCERA. If the employee withdrew his/her contributions, the employee must redeposit all such funds in the SBCERA, with the applicable interest prior to the approval and receipt of any credit for retirement contributions. The Court Executive Officer shall have the final and binding authority regarding credit granted under this provision.

If the employee is rehired in the same classification from which laid off, the employee shall receive restoration of salary step and shall not be required to serve a new probationary period, but shall suffer loss of seniority.

Employees not rehired in the same classification from which laid off shall be required to serve a new probationary period, unless such requirement is waived by the Court Executive Officer or designee, and shall suffer loss of seniority.

Relocation

Employees required by order of the Court Executive Officer to change their principal place of residence because of reassignment to meet the needs of service or because of layoff will be granted time off with pay not to exceed two (2) work days and up to four hundred dollars (\$400.00) reimbursement toward the actual cost of relocating their personal furnishings and belongings.

Work Performance

Work performance criteria for employees in Exempt, Confidential and Executive Management positions are governed by the Court Personnel Plan Policies.

Employees are required to serve a nine-month (1600 hours) probationary period except in those circumstances in which the Court Executive Officer has waived the same. If the work or conduct of a probationary employee who has not attained regular status is found to be below standards acceptable to the Court Executive Officer, the probationary employee shall be terminated. Such termination is not subject to review or appeal unless there is an allegation that the basis for the termination was political affiliation, unlawful discrimination or for any other reason proscribed by law.

For those Exempt, Confidential and Executive Management Unit employees who have attained regular status in an Exempt, Confidential and Executive Management position, a work performance evaluation is to be issued at least on an annual basis and/or whenever an employee's work performance necessitates documentation. The evaluation includes the measurement of both conduct and production standards. Disciplinary actions, in keeping with legal requirements in the form of suspensions, demotions, salary reductions, and dismissal from Court employment, will be administered in accordance with the Court Personnel Plan Policies and the appeal process provided herein. An Exempt, Confidential and Executive Management Unit employee with regular status may appeal an order of suspension, demotion, salary step reduction or dismissal from Court employment as provided in the Court Personnel Plan Policies.

Court Personnel Plan Policies

Those serving in Court Exempt, Confidential and Executive Management Unit positions have appeal rights under the Court Personnel Plan Policies, except as provided herein.

Benefits

Benefit Plan

- (a) Employees in a regular position scheduled and paid for a minimum of forty-one (41) hours per pay period are eligible to receive the benefits of this section.
- (b) Eligible employees in the Exempt, Confidential and Executive Management Unit shall be provided with a Benefit Plan established under Section 125 of the Internal Revenue Code. Except as provided in the Health and Dental Insurance section, the biweekly amount of the Court provided Benefit Plan shall be one hundred sixty-five dollars (\$165.00) per pay period. Under no circumstances will the monetary value of the Benefit Plan be prorated. The purpose of the Benefit Plan is to provide employees a choice between paying premiums with pre-tax or after-tax payroll deductions for health insurance, dental insurance, voluntary life (to the IRS specified limit) and accidental death and dismemberment insurance premiums currently maintained for Exempt, Confidential and Executive Management employees. The amount of pre-tax salary reduction or after-tax payroll deduction must be equal to the required insurance premium. Any remaining Benefit Plan dollars are taxable cash to the employee.
- (c) Benefit Plan elections shall not reduce earnable compensation for purposes of calculating benefits or contributions for the SBCERA.
- (d) Election of pre-tax and after-tax payroll deductions shall be made in a manner, time period, and on such forms as are approved by the Director of Human Resources. Failure to timely submit appropriate paperwork will result in after-tax deductions for all eligible premiums for the remainder of the Plan Year.
- (e) The Benefit Plan Year begins on the first day of the pay period prior to the pay period in which August 1st falls. All elections must remain in effect for the Benefit Plan Year.
- (f) Employees who become eligible after the beginning of the Benefit Plan Year shall begin participation on the first day of the pay period in which they work forty-one (41) or more hours, provided an approved election form is appropriately submitted.

- (g) Mid-year change of elections may be authorized by the Director of Human Resources or his/her designee, as long as the change is made on account of or consistent with an employee's change in status as identified in Section 125 of the Internal Revenue Code. Employees are responsible for notification of a mid-year change of elections due to status changes. Notification must be submitted to the Director of Human Resources within sixty (60) days of the qualifying event. The Director of Human Resources may permit mid-year changes of elections if Court insurance premiums significantly increase during the Benefit Plan Year.
- (h) Elections may be changed for any reason during the Court's annual open enrollment period.
- (i) In no event will changes in elections be permitted, except to the extent permitted under Internal Revenue Service rulings and regulations.
- (j) Employees on an approved medical leave of absence and whose paid hours in a pay period are less than forty-one (41) hours will continue to receive up to six (6) pay periods of benefits per episode of illness or injury. Employees on an approved Worker's Compensation claim shall receive the benefits of this section for up to thirteen (13) pay periods while off work due to that work injury.

Flexible Spending Account (FSA) for Health-Related Expenses

The Health-Related Expense FSA is established in accordance with the provisions of Section 125 of the Internal Revenue Code for Exempt, Confidential and Executive Management employees in regular positions regularly scheduled to work forty-one (41) hours or more in a pay period. The County of San Bernardino will serve as the Plan's Administrator. The Health-Related FSA Plan Year will coincide with the Court's Benefit Plan Year.

Employees who choose to participate in the Health-Related Expense FSA must complete and submit enrollment forms in accordance with procedures developed by the Plan's Administrator. Eligible employees will be notified of these procedures at least thirty (30) days prior to the beginning of each plan year.

Effective July 21, 2007, eligible employees may contribute, on a pre-tax basis, a minimum of five dollars (\$5.00) and a maximum of one hundred dollars (\$100.00) per biweekly pay period to a FSA. The Court will contribute up to twenty dollars (\$20.00) per biweekly pay period matching employee contributions dollar for dollar, up to twenty dollars (\$20.00) each biweekly pay period.

Upon enrolling in the Plan, employees may not change their designated biweekly contribution amount or discontinue making contributions for the remainder of the plan year (until on or about July 30th) unless they incur an eligible family status change as defined in Section 125 of the Internal Revenue Code. Section 125 also requires that any amounts remaining in an employee's account at the end of the plan year must be forfeited. The Plan Administrator will use any forfeited amounts to help defray the Plan's administrative expenses.

Contributions made to the Health-Related Expense FSA may be used for receiving non-taxable reimbursements of eligible medical and dental expenses not covered by insurance. Eligible reimbursable expenses are those medical and dental expenses that qualify as medical expenses under the Internal Revenue Code. Examples of eligible reimbursable expenses are listed in the Health-Related Expense FSA Summary Plan Description available in the Court's Human Resources Department.

Retirement System Contributions

For the purpose of this section, employees shall be divided into benefit groups as shown in Appendix A.

Court Contributions

The Court will pick up a portion of the employee's required contribution to the SBCERA in the amount of seven percent (7%) of the employee's earnable compensation as defined in the SBCERA bylaws. The percentage specified shall apply to the employee's earnable compensation as defined in the SBCERA bylaws. Additionally, effective August 2, 2008, employees shall receive the following supplemental amounts to be applied under this section: Group A employees, four hundred thirty seven dollars and nine cents (\$437.09) per biweekly pay period; Group B employees, two hundred thirty three dollars and fifty cents (\$233.50) per biweekly pay period; Group C employees, one hundred fifty dollars and thirty cents (\$150.30) per biweekly pay period; Group D employees, ninety three dollars and fifty cents (\$93.50) per biweekly pay period. The supplemental amounts designated in this section shall be automatically increased in the future in the same percentage amounts as salaries are increased from time to time for all members of the Exempt, Confidential and Executive Management Unit.

The employee must choose to have the contributions designated as all employer or all employee contributions for retirement purposes. If the employee designates the pick up as employer contributions, then for each dollar applied, the employee's retirement obligation shall be satisfied in the amount of the actuarial value of that dollar to the SBCERA as determined by the SBCERA; and the employee may not withdraw this contribution from the SBCERA.

If the employee designates the pick up as employee contributions, then for each dollar applied, the employee's retirement obligations shall be satisfied in the amount of one dollar, and upon separation without retirement, an employee may withdraw this contribution from the SBCERA. Upon retirement or separation, all contributions applied under this section will be considered for tax purposes as employer-paid contributions.

If the employee does not file a designation, the contribution shall be made as employee contributions. Employees receiving the SBCERA contributions under the Benefit Plan in effect prior to the effective date of this provision shall continue to have contributions under this provision applied (as employer or employee contributions for retirement purposes) in the same manner as previously applied for by the employee until a revised designation is made by the employee.

Any dollars remaining after all retirement system obligations are fully satisfied shall be paid to the employee in taxable cash.

Remaining Employee Contributions

Any employee retirement system contributions obligations, which are not paid by the application of the Court Contributions provision above, shall be picked up for tax purposes only pursuant to this section. The Court shall implement the pick up of such retirement system contribution under the Internal Revenue Code Section 414(H)(2), effective with the earnings paid and contributions made on and after the effective date of August 12, 1989.

The Court shall make member contributions under this section on behalf of the employee, which shall be in lieu of the employee's contributions, and such contributions shall be treated as employer contributions for purposes of reporting and wage withholding under the Internal Revenue Code and the Revenue and Taxation Code. The amounts picked up under this section shall be recouped through offsets against the salary of each employee for whom the Court picks up member contributions. These offsets are akin to a reduction in salary and shall be made solely for purposes of income tax reporting and withholding. The member contributions picked up by the Court under this section shall be treated as compensation paid to Court employees for all other purposes. Court paid employer contributions to the SBCERA under this

section shall be paid from the same source of funds as used in paying the salaries of affected employees. No employee shall have the option to receive the SBCERA contribution amounts directly instead of having them paid to the SBCERA.

Until retirement or separation, all contributions picked up under this section will be considered for tax purposes as employer-paid contributions. Contributions under this section shall be applied (as all employer or all employee contributions with the same value and restrictions) for SBCERA purposes in the same manner as the contributions under the Court Contributions provision above.

Special Provisions

1. Employees who have thirty (30) years of service credit and no longer make retirement contributions under the provisions of the Court Employees' Retirement Law of 1937 shall be paid in cash seven percent (7%) of earnable compensation as defined by the bylaws of the Retirement Board as well as the monthly dollar amount allocation to their group under the Court Contributions provision above.
2. Employees over the age of sixty (60) at the time of hire, and who are in a regular position, and who choose not to be a member of the SBCERA, shall be enrolled in the Court's 401(k) Salary Savings Plan. The Court shall pay six percent (6%) of the employee's biweekly salary to the Plan, and the employee shall contribute a minimum of three percent (3%) of biweekly salary to the Plan, not to exceed the annual limits of the Plan as defined in the Internal Revenue Code. As these employees are not participating in the SBCERA, they shall not be eligible for the Court pick up of seven percent (7%) of earnable compensation. Exception: those employees hired by the County of San Bernardino prior to July 1, 1996, and who have been receiving the seven percent (7%) pick up shall continue to receive the pick up as long as they remain an eligible Exempt, Confidential and Executive Management employee. Eligible employees who waive participation in the SBCERA shall be eligible to receive biweekly amounts above for their group of employees.

Survivor Benefits

Survivor Benefits are payable to employed general retirement members with at least eighteen (18) months continuous retirement membership pursuant to Section 31855.12 of the County Employees Retirement Law of 1937. An equal, non-refundable employer and employee biweekly contribution will be paid to SBCERA as provided in the annual actuarial study.

Contributions to Salary Savings Plan

Biweekly contributions of Exempt, Confidential and Executive Management Units to the County's Section 401(k) Salary Savings Plan up to three percent (3%) of an employee's biweekly base salary will be matched by a Court contribution on the basis of two (2) times the employee's contribution. The Court contribution shall not exceed six percent (6%) of an employee's biweekly base salary. Effective September 3, 2005, biweekly contributions of Exempt, Confidential and Executive Management Units to the County's Section 401(k) Salary Savings Plan up to three and one-half percent (3.5%) of an employee's biweekly base salary will be matched by a Court contribution on the basis of two (2) times the employee's contribution. The Court contribution shall not exceed seven percent (7%) of an employee's biweekly base salary. Effective June 24, 2006, biweekly contributions of Exempt, Confidential and Executive Management Units to the County's Section 401(k) Salary Savings Plan up to four percent (4%) of an employee's biweekly base salary, will be matched by a Court contribution on the basis of two (2) times the employee's contribution. The Court contribution shall not exceed eight (8%) of an employee's biweekly base salary.

Dependent Care Assistance Plan

Employees in regular positions and receiving a minimum of forty-one (41) hours of pay per pay period or on an approved leave designated as Family Medical Leave are eligible to participate in the Dependent Care Assistance Plan (DCAP). DCAP allows eligible employees to elect to receive dependent care assistance benefits, which are excludable from gross income under Sections 129 and 125 of the Internal Revenue Code, as amended, and shall be construed to comply with said Code Sections and to meet the requirements of any other applicable provision of law. DCAP exclusions from gross income do not affect compensation for retirement purposes.

DCAP will be administered consistent with said Internal Revenue Code sections.

Enrollment in the Plan is limited to the annual open enrollment period or within thirty-one (31) calendar days of entry into an eligible position. Failure to submit participation agreement within the time frame shall result in an election not to participate in the Plan.

Enrollment is required every Plan year. An employee must elect to contribute to DCAP through salary reduction on forms provided by the Court. An employee election to participate shall be irrevocable for the remainder of the Plan Year. Once a salary reduction has begun, in no event will changes in elections be permitted during the Plan Year except to the extent permitted under Internal Revenue Service rulings and regulation and with the Court's Plan Document. Examples of mid-year "Change in Status" events include: marriage, divorce, birth, adoption, death, over-age dependent, loss of student status, the employee's or employee's spouse's reduction in work hours, loss of spouse's employment, significant increase or decrease in the cost of childcare, and spouses' or dependent's enrollment in a similar plan. The employee must submit a request for a change due to mid-year Change in Status event within sixty (60) days of the qualifying event.

Insurance Programs

A. Health and Dental

Employees in a regular position scheduled for a minimum of forty-one (41) hours of paid time per pay period are eligible to receive the benefits of this section. All eligible employees must enroll in one health plan offered by the Court. Employees who fail to elect a health plan coverage will be automatically enrolled in the health plan with the lowest biweekly premium rates available to them based on the geographic location of their primary residence.

Court will provide a non-retirement earnable medical and dental subsidy for employees enrolled in the corresponding plan: Effective September 2, 2005, the medical subsidy will be twenty dollars (\$20.00) per pay period and the dental subsidy will be ten dollars (\$10.00) per pay period. Effective pay period 15, 2006, the medical subsidy will be forty dollars (\$40.00) and the dental subsidy will be twelve dollars (\$12.00). Effective pay period 15, 2007, the medical subsidy will be sixty dollars (\$60.00) per pay period and the dental subsidy will be fifteen dollars (\$15.00) per pay period. Effective pay period 15, 2008, the medical subsidy will be eighty dollars (\$80.00) per pay period and the dental subsidy will be twenty dollars (\$20.00) per pay period. Effective pay period including September 30, 2010, the medical subsidy will be equivalent to forty-five percent (45%) of the lowest HMO Employee Only Plan [but not less than eighty dollars (\$80.00) per pay period] currently eighty-three dollars and forty-four cents (\$83.44) and the dental subsidy will be equivalent to one-hundred percent (100%) of the Dental PPO Employee Only Plan [but not less than twenty dollars (\$20.00) per pay period] currently twenty-one dollars and ninety-one cents (\$21.91).

Enrollment elections must remain in effect for the remainder of the Plan Year unless an employee becomes ineligible for an HMO network service area.

Eligible employees may elect to enroll dependents upon initial eligibility for health and dental insurance. Thereafter, newly eligible dependents may be enrolled within sixty (60) days of obtaining dependent status, such as birth, adoption, or marriage.

Notification of a mid-year qualifying event must be submitted in accordance with procedures adopted by the Court. Employees are responsible for notifying the Court within sixty (60) days of dependent's change in eligibility.

Dependent(s) must be removed mid-Plan year when a dependent(s) becomes ineligible for coverage under the insurance plan eligibility rules, for example; divorce, over-aged dependent, or gain of coverage on spouse's employer-provided insurance.

Premium for coverage will be automatically deducted from the employee's pay warrant. Failure to pay premiums will result in loss of coverage for the employee and/or the dependents.

An employee eligible for health plan coverage who is also enrolled in a comparable group health plan sponsored by another employer may elect to discontinue enrollment in the plan (Opt-Out). Employees may elect to Opt-Out of the health plan within sixty (60) calendar days of becoming eligible for another employer-sponsored group plan.

Employees may elect to Opt-Out of the health plan during an annual open enrollment period. An employee electing to Opt-Out during an annual open enrollment period, for reasons other than initial gain of another employer-sponsored group plan, must provide verification of other group plan coverage. After initial Opt-Out, employees must re-elect the Opt-Out benefit and provide verification of continued coverage each year during subsequent open enrollment periods.

An employee who elects Opt-Out for dental plan coverage may not re-enroll in a Court provided dental plan for a minimum of two (2) years unless the employee involuntarily loses coverage from another employer-sponsored group dental plan. An employee who elects to enroll in Court provided dental coverage, for reasons other than involuntary loss of another group sponsored dental plan coverage, may enroll during the open enrollment following completion of the two (2) year dental Opt-Out restriction.

An employee who voluntarily or involuntarily loses other group health plan coverage must enroll in a Court provided health plan within sixty (60) calendar days. Enrollment in the health plan will be provided in accordance with the requirements of the applicable plan. If an employee elects not to enroll eligible dependents, the dependents may only be added at a subsequent annual open enrollment period.

There must be no break in the employee's health plan coverage between the termination date of the other employer group coverage and enrollment in the health plan. Terms and condition of the applicable plan will determine the required retroactive enrollment period and premiums required to implement coverage. Failure to notify the Court of loss of group coverage within sixty (60) calendar days will require the employee to pay insurance premiums retroactively on an after-tax basis.

An eligible employee whose spouse or domestic partner is also an eligible Court employee may elect coverage as a dependent on his or her spouse's, or if the employee is age eighteen (18) or younger, on parent's health and/or dental insurance plan in lieu of individual employee coverage. This is called a "waiver" to spouse's, domestic partner's or parent's insurance coverage. Such election must be made

within sixty (60) calendar days of the employee's parent's, domestic partner's or spouse's eligibility for health and dental insurance. During the Plan Year, an employee is responsible for notifying the Court within sixty (60) calendar days of ineligibility for the waiver; for example, the dependent child turns twenty-six (26) or the spouse leaves Court employment. Changes will become effective on the first day of the pay period following the receipt and approval of all appropriate documentation. Loss of the spouse's, domestic partner's or parent's plan coverage will require the employee to enroll immediately in the Court's health plan. Waivers may be changed during any subsequent annual open enrollment period.

For employees assigned to work in Needles, the Court will pay the amount of the premium difference between the indemnity health plan offered in this work location and the lowest cost health plan provided by the Court.

Premiums for coverage will be automatically deducted from the employee's pay warrant. Under no circumstances will insurance premiums be prorated.

B. Term Life Insurance

Subject to carrier requirements, the Court will pay the premium for a term life insurance policy for each eligible Exempt, Confidential and Executive Management employee in the amount of fifty thousand dollars (\$50,000.00). This coverage is effective on the first day of the pay period following the employee's first pay period in which the employee is paid for a minimum of forty-one (41) hours. In accordance with procedures established by the Court, eligible employees may purchase, through payroll deductions, term life insurance in ten thousand dollars (\$10,000.00) increment amounts to a maximum benefit of seven hundred thousand dollars (\$700,000.00).

C. Variable Universal Life Insurance

Eligible employees may purchase, through payroll deductions, Variable Universal Life Insurance in amounts equivalent to one (1) time, two (2) times, or three (3) times the employee's annual salary. Employees who purchase Variable Universal Life Insurance shall be provided a Court contribution of twenty five percent (25%) toward the biweekly premium for the one-time annual salary.

D. Accidental Death and Dismemberment Insurance

Employees in the Exempt, Confidential and Executive Management Unit may purchase amounts of Accidental Death and Dismemberment Insurance coverage for themselves and dependents through payroll deduction.

E. Disability Insurance

The Court will provide Exempt, Confidential and Executive Management Unit employees with long-term Disability Insurance subject to carrier requirements and approval. The benefit levels for such insurance shall be those approved by the Court.

F. Short-Term Disability Insurance

The Court will provide an employer paid Short-Term Disability Insurance Plan for Exempt, Confidential and Executive Management Unit employees. This benefit shall apply to employees in regular positions regularly scheduled to work forty-one (41) or more hours per pay period. The Short-Term Disability Insurance Plan benefit coverage shall be governed by the Plan Document. Benefit payments terminate

when the employee is no longer disabled, or upon termination of employment from the Court, or after receiving ninety (90) days of benefits at which time the employee would be eligible for long term disability benefits if still medically disabled after ninety (90) days.

G. Vision Care Insurance

Subject to carrier requirement, the Court will pay the premiums for vision care insurance for employees and their dependents.

Note: All persons eligible for the foregoing programs of insurance will be covered for the insurance on the date the insurance becomes effective, or in the case of any employee absent because of illness on the date the insurance becomes effective, the insurance will commence on the date of return to work.

Retirement Medical Trust Fund

A Retirement Medical Trust Fund has been established for Exempt, Confidential and Executive Management Unit employees with ten (10) or more years of participation in the SBCERA or where the individual contributed to a public sector retirement system or systems over a ten (10) year period and did not withdraw the contribution from the retirement system(s). The Trust is administered by a Board of Trustees, who will manage resources of the Trust and who will also determine applicable administrative fees for managing the Trust fund. The Trustees will insure that payments of qualified medical expenses incurred by retirees or their eligible dependents will be appropriately reimbursed. The Trust will establish individual accounts for each participant, which will be credited with interest earnings/losses, based on the investment performance of the participant's individual account. As determined appropriate by the Trustees, the Trust Fund will provide a selection of investment options for participants. All of the contributions to the Trust Fund will be treated for tax purposes as employer, non-elective contributions resulting in tax-free contributions and earnings for the participant and tax-free contributions for the Court. All of the distributions from the Trust Fund made to retirees or their eligible dependents for the reimbursement of qualified medical expenses as defined by the Internal Revenue Codes (including medical insurance payments) will also be non-taxable to the retiree's eligible dependent(s).

The Court will contribute one-half percent (.5%) of an eligible employee's biweekly salary to the Trust.

At retirement, all eligible employees will be required to contribute the cash value of their unused sick leave balances to the Trust, in accordance with the conditions described below:

Amount of Remaining Sick Leave Hours	Cash Value Formula
001 to 399 hours	40%
400 to 600 hours	45%
601 to 800 hours	55%
801 to 1400 hours	75%

The Trust Fund is a Voluntary Employees Benefit Association (VEBA) and will comply with all the provisions of Section 501(c)(9) of the Internal Revenue Code.

Compensation

Pay by Electronic Fund Transfer

All employees must make arrangements for the direct deposit of all paychecks into the financial institution of their choice via electronic fund transfer.

Salary Adjustments

Base salary range shall mean the salary range assigned to a specific classification as provided in Appendix A. Salary ranges shall be those provided in Salary Schedules.

Effective September 3, 2005, a pay increase of three percent (3%) shall be effective for all Exempt, Confidential and Executive Management Unit employees. Effective the pay period including July 1, 2006, a pay increase of three percent (3%) will be effective for all Exempt, Confidential and Executive Management Unit employees. Effective the pay period including July 1, 2007, a pay increase of three percent (3%) will be effective for all Exempt, Confidential and Executive Management Unit employees.

Salary Rates and Step Advancements

Section 1. Eligibility for Step Advancement

New employees shall be hired at step 1 of the established base salary range, except as otherwise provided in this provision. Variable entrance steps may be established if justified by recruitment needs through step 11 with the approval of the Court Executive Officer.

When an employee reaches the required number of service hours, the step advance will be made at the beginning of the next pay period. Approval for advancement shall be based upon completion of required length of service hours in the classification, satisfactory work performance, and appointing authority recommendation.

Completed service hours shall be defined as regularly scheduled hours in a paid status, up to 80 hours per pay period. Time without pay shall not count toward step advancements. Step advancements within a base salary range shall be based upon two (2) step increments. The employee shall be eligible for the first step advancement after completion of 1040 hours and subsequent step advancements after completion of additional increments of 2080 hours.

Example:

Step Progressions	Hired at Step 1	Hired at Step 4
After 1040 hours*	3	6
After additional 2080 hours*	5	8
After additional 2080 hours*	7	10
After additional 2080 hours*	9	11
After additional 2080 hours*	11	N/A

*Assumes satisfactory work performance and Court Executive Officer or designee recommendation.

Section 2. Special Provisions

The Court Executive Officer or designee may authorize the adjustment of the salary step or salary rate of an employee to maintain salary equity within the system, to prevent undue hardship or unfairness due to the application of any rule or policy, or to correct any salary inequity. The Court Executive Officer or designee may authorize the adjustment of salary step or salary rate of any employee to correct any payroll error or omission, including any such action, which may have arisen in any prior fiscal year.

Assignment to Vacant Higher Position

Employees directed to continuously perform duties in a vacant higher level regular position may be granted additional compensation for the time actually worked. Such increase to the higher level shall be determined as if the assignment had been a promotion. No award shall be made in any situation related to vacation, short-term illness, or other temporary relief. For the purpose of this section, temporary is defined as six (6) weeks or less. Appointments to regular positions of trainees or underfills are exempt from the provisions of this section. The duration of such assignments to vacant higher positions shall not usually exceed one (1) calendar year.

For purposes of this section, a vacant position is defined as an authorized regular position for which funds have been appropriated and which may be; (1) an unoccupied position due to attrition and for which the appointment process has been initiated; (2) a position from which the incumbent is on extended leave of absence; or (3) a new position authorized for which the appointment process has been initiated. This provision shall not be used to circumvent the merit system of promotion. Approval of a request for Assignment to Vacant Higher Position shall initiate the appropriate recruitment/selection process where applicable.

The Court Executive Officer or designee will certify in writing at the time of appointment that the employee meets minimum qualifications and is assigned and held responsible to fully perform all of the duties normally associated with the higher level position without limitation regarding difficulty or complexity of assignments or consequence of action and that the employee shall be required to meet standards for satisfactory performance normally required of the higher lever position.

The Court Executive Officer or designee and the employee bear mutual responsibility for initiating the compensation request in a timely manner and adhering to the compensation provisions defined in this section. Failure to submit the compensation request in a timely manner shall waive any and all rights to retroactive pay.

This section does not apply to a situation in which no vacant higher level position exists for which funds have been appropriated. The provisions of this section shall not be used to circumvent the provisions of or provide additional compensation over and above that which may be provided in the sections on "Classification" and "Special Assignment Compensation." These sections are mutually exclusive concepts, and as such, there shall be no dual or multiple requests where the latter is applicable for a single situation.

Requests for Assignment to Vacant Higher Position shall be reviewed by the Court Executive Officer or designee. Denial of compensation shall not be subject to review or appeal.

Special Assignment Compensation

Increases in pay may be granted to recognize the temporary assignment of additional responsibilities significant in nature and beyond the normal scope of the position. No award shall be made in any situation related to a vacation, short-term illness, or other relief six (6) weeks or less. The duration of such assignments are not intended to exceed one (1) calendar year except in unusual circumstances approved by the Court Executive Officer or designee. Employees will normally not be in a probationary status. The employee shall be required to meet standards for satisfactory performance.

Compensation shall be awarded in pay period increments, and shall be in the form of a specified percentage of the employee's base pay. The Court Executive Officer or designee will determine the amount in increments of one percent (1%) from a minimum of two and one-half percent (2.5%) up to a

maximum of seven and one half percent (7.5%). The additional compensation will be computed at the specified percentage of the current base pay of the employee for each pay period. Such increases in pay shall not affect an employee's step advancement in the base range pursuant to "Salary Rates and Step Advancements."

Requests for Special Assignment Compensation may be initiated by the manager or an employee via the appointing authority. The manager and the employee bear the mutual responsibility for initiating the compensation request in a timely manner and adhering to the compensation provisions defined in this provision. It is important to obtain the Court Executive Officer's review of the request before the date employee begins the assignment because there is no guarantee the request will be approved. Special Assignment Compensation is to be effective only with the Court Executive Officer's written approval, assignment of the greater level of duties, and signed acceptance by the employee.

This provision shall not be used to circumvent or provide additional compensation over and above that which may be provided in "Classification" and "Assignment to Vacant Higher Position." These aforementioned provisions are mutually exclusive concepts, and as such, there shall be no dual or multiple requests and/or appeals, in which the latter is applicable, for a single situation.

Bilingual Pay

Employees in positions designated by the Court Executive Officer, which require employees as a condition of employment to perform bilingual translation as a part of their regular duties, shall be entitled to bilingual compensation. Such compensation shall apply regardless of the total time required per day for such translation. Employees in such positions must be certified as competent in translation skills by the Court to be eligible for compensation. Compensation per pay period shall be as follows: forty two dollars and fifty cents (\$42.50) per pay period, forty five dollars (\$45.00) per pay period effective the pay period including January 1, 2006, and fifty dollars (\$50.00) per pay period effective the pay period including July 1, 2006.

Leave Provisions

Employees in the Exempt, Confidential and Executive Management Unit shall apply available paid leave time whenever a leave of absence is approved. However, FLSA exempt employees on an approved leave of absence for less than one full day, who do not have sufficient leave time available to cover the absence, shall be paid the full salary for their regular work day in accordance with legal requirements.

Sick Leave

Definition: Sick leave with pay is an insurance or protection provided by the Court to be granted in circumstances of adversity to promote the health of the individual employee. It is not an earned right to time off from work. Sick leave is defined to mean the authorized absence from duty of an employee because of physical or mental illness, injury, pregnancy, confirmed exposure to a serious contagious disease or for a medical, optical, or dental appointment. Sick leave may be used for attendance upon the members of the employee's immediate family who require the attention of the employee. Immediate family is defined as spouse, domestic partner, child, grandchild, mother, father, grandparents, brother, sister, mother-in-law, father-in-law, daughter-in-law, son-in-law, aunt, uncle, niece, nephew, foster child, ward of the court, or any step relations as defined herein. A maximum of forty (40) hours earned sick leave may be used per occurrence for arrival of an adoptive child at the employee's home. An employee (father) may use on an annual basis no more than forty (40) hours of accumulated sick leave per calendar year for the birth of his child.

Accumulation

Employees in regular positions shall accrue sick leave for each payroll period completed, on the basis of 3.69 hours per pay period. Earned sick leave shall be available for use the first day following the pay period in which it was earned. There shall be no limit on sick leave accumulation.

The minimum charge against accumulated sick leave shall be fifteen (15) minutes. Employees in regular positions paid less than eighty (80) hours per pay period or job-shared positions shall receive sick leave accumulation on a pro-rata basis, provided; however, that there shall be no proration of the maximum accumulations.

Compensation

Approved sick leave with pay shall be compensated at the employee's base rate of pay, except as otherwise provided in this Plan.

Administrative Investigation

It shall be the responsibility and duty of the Court Executive Officer or designee to investigate each request for sick leave and to allow sick leave with pay in which the application is determined to be proper and fitting.

Notice of Sickness

The Court Executive Officer or designee must be notified within one-half (.5) hour after the start of the employee's scheduled tour of duty of a sickness on the first day of absence. It is the responsibility of the employee to keep the Court Executive Officer or designee informed regarding continued absence beyond the first day for reasons due to sickness or occupational disability. Failure to make such notification may result in denial of sick leave with pay.

Review

The Court Executive Officer or designee may review and determine the justification of any request for sick leave with pay or without pay and may, in the interest of the Court, require a medical report by a doctor to support a claim for sick leave pay.

Proof

A doctor's certificate shall be provided by the employee in all cases of absence due to illness when requested by appointing authority.

Improper Use

Evidence substantiating the use of sick leave for willful injury, gross negligence, intemperance, trivial indisposition, instances of misrepresentation, or violation of the rules defined herein will result in denial of sick leave with pay and shall be construed as grounds for disciplinary action including termination.

Perfect Attendance

Employees in regular, full-time positions in Group D who do not utilize any sick leave in a calendar year, and who do not record any sick leave without pay or absent without pay during that year, shall receive a one year's paid membership in a Court-approved health facility or utilization of perfect attendance leave. The paid health facility membership shall not exceed the cost of one (1) year paid membership at the San Bernardino YMCA. In lieu of a Court-approved health facility membership, the employee has the option of utilizing sixteen (16) hours of perfect attendance leave, no cash-out provision, within the time frame of the subsequent calendar year. Failure to utilize perfect attendance leave within the subsequent calendar year shall result in forfeiture of the same.

Workers' Compensation

Employees shall receive full salary in lieu of Workers' Compensation benefits and paid sick leave for the first forty (40) hours following an occupational injury or illness, if authorized off work by order of an accepted physician under the Workers' Compensation sections of the California Labor Code. Thereafter, accumulated paid leave may be prorated to supplement such temporary disability compensation payments, provided that the total amount shall not exceed the regular gross salary of the employee.

Separation

Unused sick leave shall not be payable upon separation of the employee, except as provided below under "Sick Leave Conversion."

Sick Leave Conversion

Employees who hold regular positions and are currently members of the SBCERA and who retire with a service retirement shall receive compensation in accordance with the Retirement Medical Trust Fund.

Employees with ten (10) years of continuous service from date of hire in a regular position upon death, the estate of a deceased employee will be paid for unused sick leave balances according to the following formula:

Sick Leave Balance as of Date of Separation	Cash Payment % of Hours of Sick Leave Balance
480 hours or less	35%
481 to 600 hours	40%
601 to 720 hours	45%
721 to 840 hours	50%
841 to 1000 hours	55%

Employees who receive a disability retirement due to permanent incapacity to work shall be entitled to one hundred percent (100%) cash payment of any unused sick leave balances, up to a maximum of one thousand (1000) hours computed at their then current base hourly rate, if they elect an early retirement in lieu of exhausting such accrued sick leave balances. In no event, shall any employee, except those receiving a disability retirement, receive compensation under this section in excess of five hundred fifty (550) hours of pay computed at the then current base hourly rate of said employee.

Employees who have contributed to a public sector retirement(s) for over ten (10) years and have not withdrawn the contribution from the system(s) may exchange accrued sick leave hours in excess of two hundred (200) hours for vacation time on the following basis:

Sick Leave Balance at Time of Conversion	Sick Leave to Vacation Leave Conversion Ratio
201 to 599 hours	3 sick hours to 1 hour vacation
600 to 799 hours	2.5 sick hours to 1 hour vacation
800 or more hours	2 sick hours to 1 hour vacation

Any such exchange must be made in ten (10) hour increments of accrued sick leave under the procedures established by the Director of Human Resources. Employees may elect this exchange once per calendar year.

Vacation Leave

Definition: Vacation is a right earned as a condition of employment to a leave of absence with pay for the recreation and well being of the employee. If an employee has exhausted sick leave, vacation leave may be used for sick leave purposes upon the special request of the employee and with the approval of the appointing authority.

Accumulation

Employees in regular positions shall accrue on a pro-rata basis vacation leave for completed pay periods. Such vacation allowance shall be available for use on the first day following the pay period in which it is earned. Employees in regular positions paid less than eighty (80) hours per pay period or job shared positions shall receive vacation leave accumulation on a pro-rata basis. There shall be no limit on vacation accruals.

Length of Service from Service Date	Annual Vacation Allowance
0 and through 8320 service hours	80 hours
8320 and through 18720 service hours	120 hours
18720 service hours	160 hours

Administration

Vacation periods should be taken annually with the approval of the Court Executive Officer or designee, at such time as will not impair the work schedule or efficiency of the Court but with consideration given to the well-being of the employee.

The minimum charge against accumulated vacation leave shall be fifteen (15) minutes. Vacation leave shall be compensated at the employee's base rate of pay, except as otherwise provided in this Plan.

When a fixed holiday falls within a vacation period, the holiday time shall not be charged against an employee's earned vacation benefits.

Employees not planning to return to Court employment at the expiration of a vacation leave, except those retiring, shall be compensated in a lump sum payment for accrued vacation and shall not be carried on the payroll. Retiring employees may elect to use vacation leave to enhance retirement benefits or be compensated in a lump sum payment for accrued vacation leave.

An employee may sell back vacation time at the base hourly rate of the employee as hereinafter provided, upon approval of the appointing authority. Eligible employees may exercise this option under the procedures established by the Court Executive Officer or designee. In lieu of cash, the employee may designate that part or all of the value of vacation time to be sold back is allocated to a deferred compensation plan if such a plan is approved by the Court and credit for vacation time is allowed under this plan.

To sell back vacation time prior to termination or retirement, an employee may exercise the following options:

Option 1: Future Accruals

An employee must make an irrevocable election during the month of December, specifying the number of hours to be sold back from the next calendar year's vacation time accrual. Such election must be made in

increments of not less than ten (10) hours and may not exceed one hundred and sixty (160) hours. All designated hours remaining at the end of the calendar year will automatically be converted into cash in the last pay period of the calendar year.

Option 2: Existing Accruals

Existing accruals may be cashed out in whole hour increments with a minimum cash-out of ten (10) hours and will be subject to a ten percent (10%) penalty.

Prior Service

Employees in regular positions who have been employed by a public jurisdiction in a comparable position, or a position which has prepared such employees for an assignment to a position in the Exempt, Confidential and Executive Management Unit, may receive credit for such previous experience in the former agency(s) in determining their vacation accrual rate. Such determination regarding the comparability of previous experience and amount of credit to be granted rests solely with the Court Executive Officer or designee.

Holiday Leave

Fixed Holidays

As required by Government Code Section 6700-6701 and Codes of Civil Procedure Section 135, employees assigned to regular positions shall be entitled to the following holidays:

New Year's Day-January 1	Independence Day-July 4
Martin Luther King Birthday-Third Monday in January	Labor Day-First Monday in September
Lincoln Birthday-February 12	Columbus Day-Second Monday in October
President's Day-Third Monday in February	Veteran's Day-November 11
Cesar Chavez Day-March 31	Thanksgiving Day and Day After Thanksgiving
Memorial Day-Last Monday in May	Christmas Day-December 25

Floating Holidays

Employees assigned to regular positions shall be entitled to a total of sixteen (16) hours of holiday time, which shall be accrued during pay period 26 of each year, provided that the employee has not separated prior to the end of the pay period or is not on extended unpaid leave for the pay period.

Any request for sick leave in conjunction with a fixed holiday must be supported by a doctor's certificate, if requested by the appointing authority.

When a fixed holiday falls within a vacation period, the holiday time shall not be charged against an employee's earned vacation benefits.

Whenever an employee is required to work on a fixed holiday or the fixed holiday falls on an employee's regularly scheduled day off, the employee shall accrue on an hour-for-hour basis, up to a total of eight (8) hours, floating holiday time.

If a fixed holiday falls on a Sunday, the Monday following is a holiday. If a fixed holiday falls on a Saturday, the preceding Friday is a holiday.

Upon retirement or termination, employees shall be compensated for any unused accrued holiday time at the then current base rate equivalency.

An employee may sell back holiday time at the base hourly rate of the employee as hereinafter provided, upon approval of the appointing authority. Eligible employees may exercise this option under procedures established by the Director of Human Resources. In lieu of cash, the employee may designate that part or all of the value of holiday time to be sold back is allocated to a deferred compensation plan if such a plan is approved by the Court and credit for holiday time is allowed under the plan.

To sell back holiday time prior to termination or retirement, an employee may exercise the following options:

Option 1: Future Accruals

An employee must make an irrevocable election during the month of December, specifying the number of hours to be sold back from the next calendar year's holiday time accrual. Such election must be made in increments of not less than eight (8) hours and may not exceed the annual amount to be accrued for the next calendar year. Any hours not cashed out by the last pay period of the calendar year will automatically be converted into cash in that pay period.

Option 2: Existing Accruals

Existing accruals may be cashed out in whole hour increments with a minimum cash-out of eight (8) hours and will be subject to a ten percent (10%) penalty.

Administrative Leave

Effective Pay Period 1 of each year, an employee in a regular position will be provided with eighty (80) hours of Administrative Leave time for the employee's use. Employees hired after the beginning of Pay Period 1 shall receive a pro-rated number of hours. Such Administrative Leave may be cashed out at the employee's then current base rate of pay in increments of one (1) hour, upon the approval of the appointing authority, during the calendar year. Any Administrative Leave accrual balances in effect at the end of the last pay period paid in the calendar year will automatically be paid out at an employee's then current base rate of pay. Employees may designate that cash out of Administrative Leave be allocated to the 401(k) Plan or Section 457 Deferred Compensation Plan. Upon termination of employment, unused Administrative Leave will be paid at the current rate of pay.

Compulsory Leave

If in the opinion of the Court Executive Officer, an employee cannot perform the duties of his/her position for physical or psychological reasons, an examination may be required by a physician or other competent authority designated by the Court Executive Officer or designee. If the examination report shows the employee to be in an unfit condition to perform the duties required of the position, the Court Executive Officer shall have the right to compel such employee to take sufficient leave of absence with or without pay, to transfer to another position without reduction in compensation, and/or follow a prescribed treatment regimen until medically qualified to return to unrestricted duty.

Military Leave

As provided in the Military and Veterans Code 395 et seq., and any amendment thereto, a Court employee may be entitled to the following rights concerning military leave.

(a) Temporary Duty

Any employee who is a member of the reserve corps of the Armed Forces, National Guard, or Naval Militia shall be entitled to temporary military leave of absence for the purpose of active military training provided that the period of ordered duty does not exceed one hundred eighty (180) calendar days, including time involved in going to and returning from such duty while on paid status, an employee on temporary military leave shall receive the same vacation, holiday, and sick leave and step advances that would have been enjoyed had the employee not been absent, providing such employee has been employed by the Court for at least one (1) year immediately prior to the date such leave begins. In determining the one (1) year employment requirement, all time spent in recognized military service shall be counted and continuous time as a regular employee with the County of San Bernardino immediately preceding employment with the Court shall be counted as well. An exception to the above is that an uncompleted probationary period must be completed upon return to the job. Any employee meeting the above one (1) year employment requirement shall be entitled to receive his/her regular salary or compensation for the first twenty-five (25) calendar days of any such temporary leave. Pay for such purpose shall not exceed twenty-five (25) days in any one fiscal year and shall be paid only for the employee's regularly scheduled workdays.

The compensation provision does not include an employee's attendance at weekend reserve meetings or drills. Employees must use their own time to attend such meetings. Should the meetings unavoidably conflict with an employee's regular working hours, the employee is required to use vacation or holiday leave, leave without pay, or make up the time. Employees called in for a medical examination to determine physical fitness for military duty must also use vacation leave, leave without pay, or make up the time. The twenty-five (25) days compensation provision also applies to an employee on military leave other than temporary military leave who is ordered into active military duty or is inducted, enlists, enters, or is otherwise called into active military duty. A copy of military orders may be requested.

(b) Active Duty

Employees who resign from their positions to serve in the Armed Forces of the United States or of this State shall have a right to return to their former classification on serving written notice within six (6) months of the termination of their active service with the Armed Forces; provided that such right to return to former classification shall not be granted to such employees who fail to return to their position within twelve (12) months after the first date upon which they could terminate their active service with the Armed Forces.

Should such employee's former classification have been abolished, the employee shall be entitled to a classification of comparable functions, duties, and compensation if such classification exists, or to a comparable vacant position for which the employee is qualified. The right to return to former classification shall include the right to be restored to such employment as the employee would have if the employee had not so resigned; and no other person shall acquire status in the same position so as to deprive such employee of this right to restoration. However, such employee will not have accrued vacation, sick leave or other benefit while absent from Court employment, except as provided in the temporary duty provision.

Political Leave

Any employee who is a declared candidate for public office shall have the right to a leave of absence without pay for a reasonable period to campaign for the election. Such leave is subject to the conditions governing special leaves of absence without pay contained herein.

Special Leave of Absence Without Pay

A. General Provisions

A special leave of absence without pay may be granted to an employee who:

1. Is medically incapacitated to perform duties of the position.
2. Desires to engage in a relevant course of study that will enhance the employee's value to the Court.
3. Takes a leave of absence pursuant to the federal Family Medical Leave Act (FMLA), the California Family Rights Act (CFRA), and/or Pregnancy Disability Leave Act (PDL) [provision under the Fair Employment and Housing Act (FEHA)].
4. For any reason considered appropriate by the Court Executive Officer.

B. Types of Leaves of Absence

There are four types of leaves of absences. All requests must be in writing and require the approval of the Court Executive Officer or designee. Upon request, the Court Executive Officer or designee may grant successive leaves of absence.

1. Leave of absence with right to return

Leaves of absence with right to return may be granted to employees in regular positions for a period not exceeding one (1) year. The employee remains in his/her position.

2. Family leave

Leaves of absence will be granted in accordance with the federal FMLA, the CFRA, and/or PDL provisions under the FEHA. This leave can be concurrent with the use of paid leave or leave of absence without pay with right to return.

An employee on an approved leave of absence without pay under this provision will continue to receive the benefits outlined in the Benefit Plan Article of this agreement for a period of six (6) pay periods. Certification from a health care provider is required for all instances of medical leave under this provision. Employees are required to inform supervisors of the need for leave at least thirty (30) days before commencement when possible.

In instances where the leave is for the birth or placement of a child and both husband and wife are Court employees, both employees are limited to a total of twelve (12) weeks between them.

3. Leave of absence without right to return

(a) Definition

Leaves of absence without right to return may be granted to employees with regular status for a period not exceeding one (1) year. Employees without right to return shall be removed from their position. All leave benefits shall be administered as if the employee

has been terminated; retirement contributions shall remain in the system and cannot be requested for distribution until the expiration of the leave. The employee shall be eligible to purchase medical benefits pursuant to federal Consolidated Omnibus Reconciliation Act of 1985 (COBRA).

(b) Benefits upon rehire

An employee, who is re-employed within ninety (90) days after the expiration of the leave of absence without right to return, shall retain the following benefits:

- i. Hire date;
- ii. The service date for purposes of leave accruals and step advances; that the service date will be advanced for the period of time the employee is on leave of absence without the right to return;
- iii. Any sick leave accrual that had not been cashed-out will be restored; and
- iv. Credit for years of service toward the seven percent (7%) retirement system contribution shall be retained, but no credit shall be given during the leave of absence.

To be re-employed and retain the above benefits, the employee must be appointed to a position no later than ninety (90) calendar days after the date of expiration of the leave of absence. The ninety (90) days shall run concurrently with the first ninety (90) days of the one hundred eighty (180) day period provided in the section on Re-Employment.

Rehire Process

An employee may be re-employed in the classification from which the employee took the leave of absence with the approval of the Court Executive Officer. Alternatively, the employee must apply through the Court's Human Resources Office by the last day of the leave of absence. The employee will be placed on the eligible list for the classification from which he/she took the leave of absence without examination. Placement on the eligible list will be administered in accordance with the re-qualification provisions in the Court Personnel Plan Policies and the employee shall be required to serve a new probationary period. The Court Executive Officer or designee has the discretion to waive the requirement to serve a new probationary period.

4. Medical leave of absence

(a) Definition

A medical leave of absence of up to one (1) year may be granted to employees with regular status who suffer from catastrophic illness or serious mental illness. Such leave of absence will be granted only after FMLA, CFRA, and/or PDL have been exhausted. The employee is responsible for providing documentation from a qualified health practitioner prior to approval. The Court retains the right to request medical documentation regarding the employee's continued incapacity to return to work.

The employee will be removed from his/her position so that the Court may fill behind the employee. All leave benefits shall be administered as if the employee had been terminated and retirement contributions shall remain in the system and cannot be requested for distribution until the expiration of the leave. The employee shall be eligible to purchase medical benefits pursuant to federal COBRA.

Upon the employee's ability to return to work or the expiration of the leave of absence, whichever comes first, the employee will have the right to return to the classification within the Court when a funded vacancy for which the employee meets the qualifications is available. If the employee does not return to work by the expiration date of the leave, or the earliest date after that for which the department has a vacancy, the employee relinquishes the right to return. The employee will serve a new probationary period with no right to return to former classification.

(b) Benefits upon return

Upon return from a medical leave of absence, the employee shall retain the benefits described in section 3(b) above.

Medical Emergency Leave

The particulars of the Medical Emergency Leave policy are as follows:

- (a) The employee must have regular status with the Court for one (1) year of continuous service in a regular position with the Court.
- (b) The employee must meet all of the following criteria before he or she becomes eligible for Medical Emergency Leave donation:
 - i. Be on an approved medical leave of absence for at least thirty (30) calendar days, one hundred and sixty (160) working hours, exclusive of an absence due to a work related injury/illness;
 - ii. Submit a doctor's off work order verifying the medical requirement to be off work for a minimum of thirty (30) calendar days, one hundred and sixty (160) working hours; and
 - iii. Have exhausted all available leave balances.
- (c) An employee is not eligible for Medical Emergency Leave if he/she is receiving workers' compensation benefits. An employee eligible for state disability insurance and/or Short Term Disability must agree to integrate these benefits with Medical Emergency Leave.
- (d) Vacation, holiday, administrative leave and compensatory time, may be donated by employees for the benefit of a specific employee on approved Medical Emergency Leave only on a voluntary and confidential basis, in increments of two (2) hours, not to exceed a totally of fifty percent (50%) of an employee's annual vacation, holiday, administrative leave, or compensatory time accrual per employee. The donation may be made for a specific employee on the time frames established by the Director of Human Resources. The employee (donee) receiving the Medical Emergency Leave will be taxed accordingly.
- (e) The donation can be made for the employee's Medical Emergency Leave only and the donation to any one employee is limited to a total of one thousand forty (1,040) hours per fiscal year.
- (f) The definition of Medical Emergency Leave is an approved Leave of Absence due to a verifiable, long-term illness or injury, either physical or mental impairment for the

employee, spouse, domestic partner, child, or parent. Job and/or personal stress (not the result of a diagnosed mental disorder) is specifically excluded for receipt by the employee of Medical Emergency Leave. A statement from the treating physician, subject to review by the Director of Human Resources, is required.

- (g) The employee on an approved Medical leave of Absence who is receiving Medical Emergency Leave can continue to receive the Benefit Plan per the forty-one (41) hours per pay period requirement of the Benefit Plan Provision. An employee receiving leave under this program is not eligible for receipt of any accruals such as vacation, holiday, administrative leave, annual leave, sick leave, or retirement credit.
- (h) Donor hours shall be contributed at the donor's hourly base salary rate and be converted to the donee's hourly base salary, exclusive in both instances of overtime, differentials and the like as the singular purpose of this program is to provide financial assistance.
- (i) Any donated time unused by the employee for the medical emergency shall remain in the donee's accruals to be used as follows:
 - i. An employee who resigns while on Medical Emergency Leave, or the beneficiary of an employee who dies while on Medical Emergency Leave, shall be paid at one hundred percent (100%) of his/her base hourly rate of pay for all unused Medical Emergency Leave at time of resignation or death in accordance with payroll procedures established by the Administrative Office of the Courts, Shared Services. (AOC).
 - ii. An employee on Medical Emergency Leave who has received the approval of his/her physician and the Director of Human Resources to return to full-time work shall have all unused Medical Emergency Leave converted to an equal amount of sick leave, which will be available to the employee.
 - iii. An employee on Medical Emergency Leave who has received the approval of his/her physician to return to work on a part-time basis (less than the employee's normally scheduled hours of work per pay period) may record a combined total of work time and Medical Emergency Leave not to exceed each pay period lesser of eighty (80) hours or the employee's normally scheduled hours of work.
 - iv. The donation shall be administered on a specific basis where so designated with instances charged to the Medical Emergency Leave donation for the actual administrative costs.
 - v. Solicitation of donors shall be regulated by the Court Executive Officer, names of donors are to be confidential and the privacy rights of the donee upheld per legal requirements.
 - vi. All donors and donees shall sign release forms designed, retained and effected by the Director of Human Resources.

Jury Duty Leave

Employees in a regular position ordered to serve jury duty, including Federal Grand Jury leave, shall be entitled to base pay for those hours of absence from work provided the employee waives fees for service

other than mileage. Such employees will further be required to deliver a “Jury Duty Certification” form at the end of the required jury duty to verify such service. When practical, the appointing authority will convert an employee’s regular tour of duty to a day shift tour of duty during the period of jury duty. Employees required to serve on a jury must report to work before and after jury duty provided there is an opportunity for at least one (1) hour of actual work time. Employees called for Grand Jury duty shall be granted a leave of absence without pay to perform the duties of a member of the Grand Jury in the same manner as provided in the section of Special Leaves of Absence Without Pay.

Examination Time

Employees having regular status in regular positions at the time of application shall be entitled to a reasonable amount of time off with pay for the purpose of taking Court promotional examinations or selection interviews. Employees are responsible for notifying and obtaining approval from their immediate supervisors prior to taking such leave. Such time off shall not be charged against any accumulated leave balances and shall be compensated at the employee’s base hourly rate. Employees having probationary status, including those who have previously held regular status in another classification, are not entitled to examination time off with pay.

Witness Leave

An employee in a regular position shall be entitled to a leave of absence from work when subpoenaed to testify as a witness, such subpoena having been properly issued by a court, agency, or commission legally empowered to subpoena witnesses. This benefit shall not apply in any case in which the subpoenaed employee is a party to the action or where the subpoena has arisen out of the employee’s scope of employment. Witness leave shall not be charged against any accumulated leave balances and shall be compensated at the employee’s base hourly rate. This benefit will be paid only if the employee has demanded witness fees at the time of service of the subpoena, and such fees are turned over to the Court.

Blood Donations

Employees in regular positions who donate blood may have up to two (2) hours off with pay with prior approval of the immediate supervisor for each such donation provided no compensation is received for the donation. This benefit shall not be charged to any accumulated leave; provided; however, if the employee cannot work, any time in excess of two (2) hours may be charged to accumulated sick leave or be taken as leave without pay. Evidence of each donation must be presented to the appointing authority to receive this benefit.

Employees in regular positions who are aphaeresis donors may have up to four (4) hours off with pay with prior approval of the immediate supervisor for each such donation, provided no compensation is received for the donation. This benefit shall not be charged to any accumulated leave; provided; however, if the employee cannot work any time in excess of four (4) hours, such time may be charged to accumulated sick leave or be taken as leave without pay. Evidence of each aphaeresis donation must be presented to the appointing authority to receive this benefit.

Bereavement Leave

All employees are eligible to receive a maximum of twenty-four (24) hours of paid leave per occurrence for bereavement due to the death of persons in the immediate family as defined under the benefit plan or any relative living with the employee.

All employees may, in addition to the twenty-four (24) hours of Bereavement Leave, use up to sixteen (16) hours of sick leave in conjunction with Bereavement Leave.

Service Date

Employee service date is the first day of the pay period in which the employee begins work. Additional service hours for the purpose of vacation accruals may be credited to an employee in recognition of prior qualifying public sector service as determined and approved by the Court Executive Officer or designee.

Tuition Reimbursement and Membership Dues

Effective July 1, 2005, the Court shall provide a Tuition and Membership allowance in the amount of fifty dollars (\$50.00) per pay period to each employee in Groups A and B.

Effective July 1, 2005, the Court shall reimburse each employee in Groups C and D in an amount of up to one thousand dollars (\$1000.00) each fiscal year for each employee for tuition costs incurred for job-related education or career development or to reimburse membership dues in professional organization(s), provided each expenditure enhances furtherance of the Court or continuing education goals. Requests for reimbursement must be approved in advance by the Court Executive Officer or designee and shall not be paid in increments of less than ten dollars (\$10.00) per fiscal year.

These allowances and reimbursements are in addition to Court budgeted and mandated training and memberships.

Automobile Allowance

Effective September 3, 2005, employees in Groups A and B shall receive a biweekly automobile allowance by choosing either of the following options: basic allowance of two hundred seventy-six dollars and ninety-two cents (\$276.92) per pay period plus reimbursement for mileage on Court business in a privately owned automobile at a rate of twenty-five cents (\$.25) per mile or a flat allowance of three hundred forty-six dollars and fifteen cents (\$346.15) per pay period with no mileage reimbursement, provided they provide a private vehicle for their own use on Court business. Employees are required to have a vehicle available at all times for use on Court business. This allowance shall be considered complete reimbursement for the acquisition, insurance, maintenance, repair, upkeep, fuel, and all other costs for the required vehicle.

Voluntary Time Off

Voluntary Time Off (VTO) Program is intended to provide employees a means of taking unpaid time off work without losing benefits, which depend on the employee being in a paid status. The following conditions apply:

- 1) VTO may be taken in the same increments as vacation time except that the increment is one (1) hour and is limited to one hundred twenty (120) hours per fiscal year.
- 2) When VTO is taken, leave accruals continue as if the employee were on paid time. Vacation maximum accrual limits will be extended by the amount of VTO taken provided that the employee takes the vacation time off during the first thirteen (13) pay periods of the following fiscal year. VTO time counts as time worked toward satisfying the required hours to receive the Benefit Plan.
- 3) VTO does not count as hours worked for purposes of computing overtime. Benefits from the Retirement System Contribution Article will only be paid if the employee is in paid status at least forty (40) hours in any pay period in which VTO is used.
- 4) VTO may not be used for situations that would otherwise require Leave Without Pay or in conjunction with Leave Without Pay. VTO may be used only by an employee who is on paid status.

- 5) VTO is an entirely voluntary program. No employee may be required to take VTO.
- 6) VTO may be taken by request of the employee and upon approval of the Director of Human Resources.

Furloughs

The following provisions apply to furlough time deducted but not taken during the August 19, 2009 – September 30, 2010 time period. All leave accruals will continue as if the employee is on paid time. Furlough time counts as time worked toward satisfying the required hours to receive Benefit Plan funds and Retirement System Contributions. Furlough time does not count as hours worked for purposes of computing overtime. All remaining furlough hours must be used before December 31, 2010 or forfeited.

The following provisions apply to the Paid Personal Leave (PPL) accrued during the August 19, 2009 – September 30, 2010 time period. PPL shall be scheduled for use in the same manner as vacation. PPL must be used by the end of pay period 13/2011 or forfeited.

Lump Sum

Provide a lump sum payment of four hundred dollars (\$400.00) to each employee excluding those initial hire probationary employees. This will be distributed to all employees completing their initial hire probationary period by October 1, 2010. Current employees on a promotional probationary period will be eligible to receive this payment. This payment will be distributed in pay period 23/10 and paid on November 12, 2010.

Cell Phone Reimbursement

The Court will provide reimbursement as follows: Group A will be eligible to receive reimbursement of cost not to exceed forty dollars (\$40.00) for voice and thirty dollars (\$30.00) for data per month. Groups B and C will be eligible to receive reimbursement of cost not to exceed twenty dollars (\$20.00) for voice and twenty dollars (\$20.00) for data per month.

APPENDIX A-Exempt, Confidential and Executive Management Salary Schedules

Classification	Range	Step 1	Step 11	Benefit Group
ASSISTANT COURT EXECUTIVE OFFICER	91	\$62.62	\$80.14	A
CHIEF ASSISTANT COURT EXECUTIVE OFFICER	92	\$64.19	\$82.15	A
CONFIDENTIAL ADMINISTRATIVE ASSISTANT	46	\$20.76	\$26.50	D
COURT ACCOUNTING MANAGER	64	\$32.21	\$41.14	C
COURT ADMINISTRATIVE ANALYST	59	\$28.50	\$36.41	D
COURT APPOINTED COUNSEL ADMINISTRATOR	65	\$33.01	\$42.18	D
COURT BUDGET ANALYST	59	\$28.50	\$36.41	D
COURT COMPLIANCE MANAGER	62	\$30.68	\$39.20	C
COURT DISTRICT MANAGER	70	\$37.35	\$47.76	C
COURT EXECUTIVE ASSISTANT	54	\$25.24	\$32.21	D
COURT FACILITIES PROJECT MANAGER	66	\$33.84	\$43.23	C
COURT FINANCIAL OFFICER	76	\$43.23	\$55.35	B
COURT PURCHASING MANAGER	64	\$32.21	\$41.14	C
COURT STAFF DEVELOPMENT OFFICER	66	\$33.84	\$43.23	C
COURT SUPPORT SERVICES MANAGER	61	\$29.93	\$38.24	C
DEPUTY COURT EXECUTIVE OFFICER-GENERAL COUNSEL	85	\$53.98	\$69.11	A
DEPUTY COURT EXECUTIVE OFFICER-TECHNOLOGY & FACILITIES	85	\$53.98	\$69.11	A
DIRECTOR OF ADMINISTRATIVE SERVICES	76	\$43.23	\$55.35	B
DIRECTOR OF COURT OPERATIONS	76	\$43.23	\$55.35	B
DIRECTOR OF FACILITIES & PLANNING	76	\$43.23	\$55.35	B
DIRECTOR OF FAMILY & CHILDRENS SERVICES	76	\$43.23	\$55.35	B
DIRECTOR OF HUMAN RESOURCES	78	\$45.42	\$58.12	B
GRAND JURY ASSISTANT	54	\$25.24	\$32.21	D
HUMAN RESOURCES & BENEFITS PAYROLL ADMINISTRATOR	68	\$35.55	\$45.42	D
HUMAN RESOURCES ANALYST	64	\$32.21	\$41.14	D
HUMAN RESOURCES ASSISTANT	39	\$17.51	\$22.34	D
HUMAN RESOURCES SUPERVISOR	47	\$21.28	\$27.16	D
MANAGER JUDICIAL STAFF COUNSEL	82	\$50.16	\$64.19	C
STAFF DEVELOPMENT SPECIALIST	59	\$28.50	\$36.41	D
SUPERVISING HUMAN RESOURCES ANALYST	70	\$37.35	\$47.76	D
SUPERVISING JUDICIAL STAFF COUNSEL	79	\$46.57	\$59.62	D

APPENDIX B-FLSA Covered Classifications

Court Executive Assistant

Human Resources Assistant

Confidential Administrative Assistant

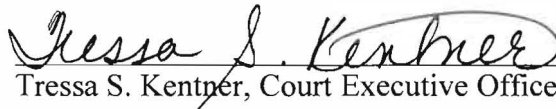
APPROVAL BY COURT EXECUTIVE COMMITTEE

This compensation plan is subject to approval by the Court Executive Committee. Following approval, its terms and conditions will be implemented.

Recommended for Court Executive Committee Approval:

A handwritten signature in blue ink, reading "Douglas M. Elwell", written over a horizontal line.

Douglas M. Elwell, Presiding Judge

A handwritten signature in black ink, reading "Tressa S. Kentner", written over a horizontal line.

Tressa S. Kentner, Court Executive Officer

OCT 04 2010

Approved by the Court Executive Committee on: _____